



MAHARASHTRA HOUSING AND AREA
DEVELOPMENT AUTHORITY

(WORLD BANK PROJECT)

AGREEMENT OF LEASE
FOR
SITE AND SERVICES

Receipt No. 031149 Date 12/12/93
Rs. 4777/53 V. V. A.
GENERAL MANAGER OFFICE
Bombay, 16-11-1993

RECEIVED FROM
Shri. D. D. Ashthavinayak
Shri. D. D. Ashthavinayak
Credit of Rs. 4777/53 of the Bombay
Stamp Duty of Rs. 115.60 has been paid.
By check No. 11560 dated 12/12/93
at Bombay



M. S. D.
COLLECTOR

D. D. Ashthavinayak
Signature
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THIS INDENTURE OF LEASE made at Bombay this 21st day of Dec- 1993 (One thousand nine hundred and ninety three) between the **MAHARASHTRA HOUSING AND AREA DEVELOPMENT AUTHORITY** a Corporation constituted under the Maharashtra Housing and Area Development Act, 1976 (Mah. XXVIII of 1977) (hereinafter referred to as "the said Act") having its office at Griha Nirman Bhavan Kala Nagar Bandra (East), Bombay 400 051 the Lessor (hereinafter referred to as "the Authority" which expression shall unless the context requires otherwise include its successors and assigns) of the One Part:

A N D

The Gorai-D. 'Ashthavinayak' Co-operative Housing Society Limited a society duly registered under the Maharashtra Co-operative Societies Act, 1960 (Mah. XXIV of 1961) and bearing Registration No. 7303 dated the 15/10/93 having its registered office at Cluster plot No. CD-256 RSC-44, 2, No. 193 at Gorai-D. Borivli (W) Bombay-400092.

D. D. Ashthavinayak
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D. D. Ashthavinayak
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D. D. Ashthavinayak
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the Lessee (hereinafter referred to as "the Society" which expression shall unless the context requires otherwise include its successors and permitted assigns) of the Other Part ;

WHEREAS the Authority is possessed of or otherwise well and sufficiently entitled to a piece or parcel of land Cluster Plot bearing No. CD-256 admeasuring 1580.72 Sq.meters or thereabouts situated at S. No. 193 being part of the Authority's estate at Gorai-Ti. Borivli. (W) Bombay 400 092. in the registration Sub-District of Bandra Bombay Suburban District and more particularly described in Schedule I hereinafter written and shown by red coloured boundary line on the plan hereto appended (hereinafter referred to as "the said Land")

AND WHEREAS the said land has been divided into 25+6=31 developed plots and has been provided with the necessary common facilities and amenities;

AND WHEREAS each of such developed plots has been provided with a toilet and a bath (upto plinth level) connected with the common sewerage and a water tap and/or plinth of rooms (wherever provided) and other amenities (hereinafter cumulatively referred to as "the developed plot");

AND WHEREAS the said developed plots on the said land have been allotted by the Authority under its sites and services scheme prepared under the Bombay Urban Development Project aided by World Bank to persons specified in column 2 of Schedule II hereinunder written

Manoj Manoj

(hereinafter referred to as "the allottee or allottees" as the context may require);



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A.S.

AND WHEREAS the said allottees have on allotment of the developed plots to them formed themselves into a Co-operative Housing Society called the Gomai Ashvinay Co-operative Housing Society Ltd. the Lessee hereto for management and orderly conduct of all the problems and matters connected with the common services facilities and amenities of the households on the said land;

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AND WHEREAS the Authority has agreed and decided to give the said land to the said Society on lease for a period of ninety years with effect from the date of execution of these presents/the 21st day of Dec-1993 on payment of a premium of Rs. 195780/-

(Rupees One lakh Ninety Five thousand Seven hundred only)
and a lease rent of Rs. 372/- (Rupees

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A.S.

Three hundred Seventy two only only) per annum to be paid by each member of the society proportionately as specified in column 3 of Schedule II hereinafter written for and on behalf of the society for the purpose of construction maintenance and location of houses by its members on the developed plots respectively allotted to them for the purpose of their residential use and occupation on the terms and conditions hereinafter contained;

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AND WHEREAS the society and all members thereof have agreed under their resolution No. 9 dated the 31st Oct- 1993 to take the said land together with developed plots thereon on lease

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Prakash maunig A-3 for the said period for ⁴ ninety years for the said purpose on payment of the premium and the yearly lease rent as specified hereinabove on the terms and conditions hereinafter contained;

AND WHEREAS it is expedient and necessary to execute this Indenture of Lease in favour of the society in pursuance of the above mentioned decision of the Authority agreed to by the society and by each member of the said Society;

Prakash maunig A-3 AND WHEREAS before the execution of these presents the society through its member allottees has paid a total sum of Rs. 19,700/- (Rupees Nineteen thousand seven hundred only) towards premium being the first instalment of the premium and Rs. 27,500/- (Rupees Twenty Seven thousand five hundred only)

Prakash maunig A-3 towards the cost of toilets and baths (upto plinth level) connected with the common sewerage and water taps and/or plinth of rooms (wherever provided) and other amenities incurred by the Authority for and on behalf of the respective allottees also being the first instalment therefor and Rs. 372/- (Rupees Three hundred Seventy two only)

Prakash maunig A-3 towards the lease rent (the receipt of which the Authority doth hereby admit and acknowledge);

NOW THIS INDENTURE OF LEASE WITNESSETH AS FOLLOWS:

1. In consideration for the aforesaid sum of Rs. 19,700/- (Rupees Nineteen thousand seven hundred only)

Prakash maunig A-3 being a part of premium of the total amount of premium of Rs. 19,750/- (Rupees one lakh Ninety five thousand seven hundred fifty only)

Prakash maunig A-3

the remaining amount being agreed to be paid by the society to the Authority in 240 monthly equated instalments as specified in Schedule II hereinafter written

and Rs. 372/- (Rupees Three hundred -
Seventy two only only)

being the lease rent for the period of one year paid by the society to the Authority before the execution of these presents (the receipt of which the Authority doth hereby admit and acknowledge) and in consideration of rent hereinafter reserved and covenants hereinafter contained the Authority doth hereby demise by way of

lease unto the society the said land bearing Cluster Plot No. CD-256 being a part of the Authority's estate and shown on the plan annexed hereto and thereon

bounded in red **TO HAVE AND TO HOLD** the said land for a term of 90 (ninety) years commencing from the date

of execution of these presents/the 21st Dec - 1993

hereinafter referred to as "the Commencement date") subject to the terms and conditions hereinafter mentioned yielding and paying therefor during the term of the first twenty years a sum of Rs. 372/-

(Rupees Three hundred Seventy two - only)

per annum as lease rent and a sum at the revised rate of lease rent thereafter without any deduction to be paid in advance every year on or before the 5th day from the date on which the yearly term begins every year at the office of the Authority or such other place as the Authority may from time to time specify in this behalf and intimate to the society.

2(i) It is hereby agreed between the parties that developments carried on each of the plots on the said land that is construction and provision of toilets and baths (upto plinth level) connected with the

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common sewerage and water taps and/or plinth of rooms (wherever provided) and other amenities shall be deemed to have been carried out at the cost of the respective allottees and the expenditure thereon shall be deemed to have been incurred by the Authority for and on behalf of such respective allottees. Out of the total amount

Abul
Munir
As of cost of Rs. 2,76,250/- (Rupees Two lakh

Seventy six thousand two hundred fifty only)

to be recovered by the Authority on the above said developments on the said land the member-allottees

have paid an amount of Rs. 2,75,000/- (Rupees Twenty

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As Seven thousand five hundred only only)

as specified in Schedule II hereinunder written (the receipt of which the Authority doth hereby admit and acknowledge);

(ii) It is hereby further agreed between the parties that the amounts towards premium and cost of development of each of the developed plots on the said land as aforesaid that is Rs. 1,76,050/- (Rupees One lakh

Abul
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As Seventy six thousand fifty only & Rs. 2,48,750/- only
Rs. Two lakh forty eight thousand seven hundred fifty only respectively remaining to be paid to the Authority

on the date of execution of these presents shall be paid with interest thereon at 12% (twelve percent) per annum in 240 monthly equated instalments and shall be treated as a loan to the society as well as to the allottee of the developed plot as specified in Schedule II hereinunder written. Repayment of the said amount shall be the first charge on the said land developed plot and the construction made or to be made by the allottee-member thereon and shall be liable to be recovered as arrears of land/revenue under section 180 of the said Act;

Abul Munir
As

in that behalf and shall be deemed to be duly served if addressed to the society and or the member and delivered or affixed at the said land or developed plot concerned or at the address of the office of the society as stated hereinabove and any notice to be given to the Authority will be sufficiently served if addressed to the Vice-President of the Authority and delivered at his office.

9. The society shall bear and pay all costs charges and expenses and professional charges of and incidental to the correspondence preparation execution and completion of this lease deed in duplicate thereof incurred by the Authority including stamp duty registration charges out of pocket expenses and other outgoings in relation thereto and those occasioned to the authority by reason of any breach of the terms and conditions and covenants contained in these presents and for enforcing any right of the Authority under these presents.

10. The Society hereby declares that the terms and conditions contained in this indenture of lease are acceptable to all the members of the Society and that the Society has unanimously passed Resolution No. 9 approving of the same in a meeting held on the 31st day of Oct. 1993 attended by all the members of the Society. A copy of the said resolution ~~signed by all the members~~ of the society is annexed as Schedule III to these presents.

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IN WITNESS WHEREOF the signature of Shri A. M.

Udasi Dy. Director ~~of~~ World Bank Project

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of the Maharashtra Housing and Area Development Authority for and on behalf of the Maharashtra Housing and Area Development Authority has been set hereunder and the seal of the Authority is affixed and attested by the officer of the Authority and the signature of Shri Arun

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V. Adsul, Chairman, Shri Maruti W. Sawant Secretary, and Shri Sonjay A. Dolal member of the Managing Committee of the Gorai-Ash-tavinayak Co-op. Housing Society Limited and on behalf of the society and the seal of the society have been affixed hereunto on the day and the year first hereinabove written.

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SCHEDULE - I

ALL THAT piece or parcel land bearing Cluter Plot No. CD-256 admeasuring 1580.72 Sq., metres or thereabouts being S.No. 193 part situated at Gomai-II Borivli. (W) in the registration Sub-district of Bandra Bombay.

Suburban District and bounded as follows :-

- On or towards the North by Adj. Cluter plot No. 255.
- On or towards the South by Adj. Scheme Boundary
- On or towards the East by Adj. 9.00 m. wide Rd. RSC-44.
- On or towards the West by Adj. Cluter plot No. 258.

SCHEDULE - II

Separately attached

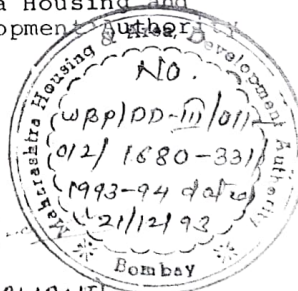
SCHEDULE - III

(Resolution No. 9 dated the 9th NOV-1993 passed by the Society in its meeting held on the 31/10/93).

Signed Sealed and Delivered by
 Shri A.M. Udasi
 Dy. Director W World Bank Project,
 Maharashtra Housing and Area
 Development Authority Bombay
 in the presence of
 Shri. _____
 Deputy Legal Adviser II, who
 has signed in token thereof.

A.M. Udasi
 (A.M. UDASI)
 Dy. Director, World Bank Project
 Maharashtra Housing and
 Area Development Authority
 Bombay.

The Common Seal of the
 Maharashtra Housing and Area
 Development Authority is
 affixed hereunto in the
 presence of Shri _____
 Deputy Legal Adviser II of the
 Maharashtra Housing and
 Area Development Authority who
 has signed in token thereof
 in the presence of
 Shri. P.S. Thakur A.E.M./
W.B.P. 21/12/93



CG.P. SAWANT
 E.M./W.B.P.

P.S. Thakur
 A.E.M./W.B.P.

(
 Deputy Legal Adviser II
 Maharashtra Housing and
 Area Development Authority
 Bombay.

P.S. Thakur main

MH & A.D. HOUSING AND AREA DEVELOPMENT AUTHORITY

AREA UNDER CONSIDERATION

CLUSTER NO. 256 ROAD NO. 44 AREA 193

NAME OF THE SCHEME GORIPASSO, BORIVALI (WEST) PART II

GROSS AREA OF CLUSTER 1580-72 Sq.m. AREA UNDER OPEN SPACE 426-64 Sq.m.

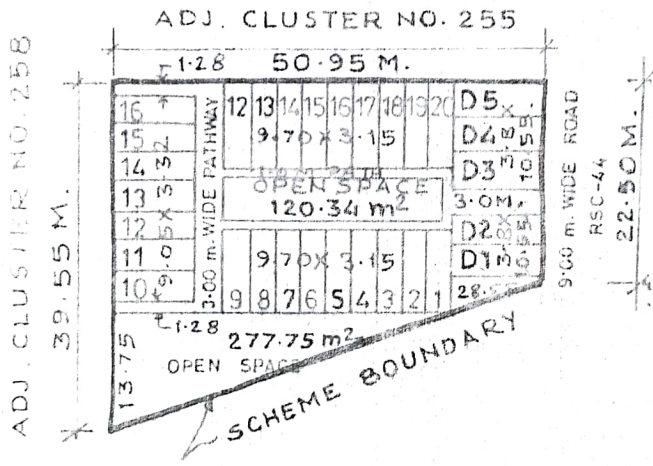
DEVELOPER'S NAME AREA UNDER PATHWAY 193-38 Sq.m.

NET AREA OF CLUSTER 1580-72 Sq.m. AREA UNDER RESIDENTIAL 960-70 Sq.m.

AREA UNDER CLUSTER 1580-72 Sq.m.

THIS CERTIFICATE IS ISSUED ONLY FOR THE PURPOSE OF AREA OF PLOT REQUIRED FOR BUILDING PERMISSION FROM THE BOARD. IT IS NOT A SUBSTITUTE FOR EXTRACTS FROM RECORDS OF RIGHTS OR PROPERTY REGISTER CARD FROM CITY SURVEY RECORDS TO BE OBTAINED BY CONCERNED REVENUE AUTHORITIES.

PLOT NO. & NO. OF PLOTS	PLOT AREA (Sq.m.)	NO. OF PLOTS	PERMISSIBLE BUILT UP AREA (150-85)	
			PER PLOT (Sq.m.)	TOTAL PLOT AREA (Sq.m.)
1-9, 12-20	30.55	18	25.97	467.46
10-16	30.05	07	25.54	178.78
1-5	40.09	05	34.07	170.35



Prakash Mahajan
 CHAIRMAN SECRETARY TREASURER

H. D. Desai
 Dy. Director - III / W. B. P.
 M.H. & A.D. Authority, Bombay.

CLUSTER NO. 256 (TWO HUNDRED FIFTY SIX)
 GROSS AREA 1580-72 Sq.m.
 NET AREA ONE THOUSAND FIVE HUNDRED EIGHTY
 POINT SEVENTY TWO Sq.m.
 TOTAL BUILT UP AREA 816-59 Sq.m.

DATE 30/08/93 ROAD II/256/92 R 10-8-93 1756

Prakash Mahajan
 LAND MANAGER / W.B.P.

1	2	3	4	5	6	7	8	9	10	11	12	13
11.	Shri. Prashant Anant Narvekar ACGP-2407	C-11 30 Sq.M.	4950/-	500/-	50/-	11050/-	1100/-	111/-	-	-	2/-	161/-
12.	Shri. Mohammed Ayub Abgul Satar ACGP-2408	C-12 30 Sq.M.	4950/-	500/-	50/-	11050/-	1100/-	111/-	-	-	2/-	161/-
13.	Shri. Leopaul Josheph Siquera ACGP-2409	C-13 30 Sq.M.	4950/-	500/-	50/-	11050/-	1100/-	111/-	-	-	2/-	161/-
14.	Shri. Shared Tukeram Khedangle BCGP-604	C-14 30 Sq.M.	4950/-	500/-	50/-	11050/-	1100/-	111/-	-	-	2/-	161/-
15.	Shri. Sanjay Amruta Dolas ACSC-390	C-15 30 Sq.M.	4950/-	500/-	50/-	11050/-	1100/-	111/-	-	-	2/-	161/-
16.	Shri. Vijay Shankar Patil ACGP-2410	C-16 30 Sq.M.	4950/-	500/-	50/-	11050/-	1100/-	111/-	-	-	2/-	161/-
17.	Shri. Manohar Laxman Jagde ACGP-2411	C-17 30 Sq.M.	4950/-	500/-	50/-	11050/-	1100/-	111/-	-	-	2/-	161/-
18.	Shri. Ramdas Baban Kanse ACGP-2412	C-18 30 Sq.M.	4950/-	500/-	50/-	11050/-	1100/-	111/-	-	-	2/-	161/-
19.	Shri. Kalappa Saturem Naik BCGP-605	C-19 30 Sq.M.	4950/-	500/-	50/-	11050/-	1100/-	111/-	-	-	2/-	161/-
20.	Shri. Narayan Balkrishna Koli ACST-159	C-20 30 Sq.M.	4950/-	500/-	50/-	11050/-	1100/-	111/-	-	-	2/-	161/-
21.	Shri. Prabhakar Keshav Bangera ACGP-2413	C-21 30 Sq.M.	4950/-	500/-	50/-	11050/-	1100/-	111/-	-	-	2/-	161/-
22.	Shri. Ashok Atmaran Circale ACGP-2414	C-22 30 Sq.M.	4950/-	500/-	50/-	11050/-	1100/-	111/-	-	-	2/-	161/-
23.	Shri. Bhalchandra Balakrishna Manjrekar ACGP-2415	C-23 30 Sq.M.	4950/-	500/-	50/-	11050/-	1100/-	111/-	-	-	2/-	161/-
24.	Shri. Arun Vithal Adsul BCSC-105	C-24 30 Sq.M.	4950/-	500/-	50/-	11050/-	1100/-	111/-	-	-	2/-	161/-
25.	Shri. Sukhdeo Babaji Ingole BCDF-13	C-25 30 Sq.M.	4950/-	500/-	50/-	11050/-	1100/-	111/-	-	-	2/-	161/-



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